



Bruker Daltonics Inc.
 40 Manning Road
 Billerica, MA, 01821 USA
 Tel. (1) 978 663-3660
 Fax. (1) 978 667-5993
 www.bdal.com

To: Earle Adams
 Assistant Research Professor
 University of Montana
 406-243-4196
 earle.adams@umontana.edu

Quote Number: 140707-01-EA-Azn

Date: 11/25/2014

Quote Expires on: 12/25/2014

F.O.B.: Billerica, MA (unless otherwise denoted below)

Freight:
Shipment:

Sales Representative: Felix Salinas - 512-308-1307

Tel. # / Email:

Part Number	Description	Price	Qty	Extend
8294445	<p>amaZon SL Basic System: Easy to use, high performance ESI LC/MSn ion trap MS system with dual funnel ion guide. Class leading combinations of scan speed and mass resolution in combination with fast polarity switching capability for a wide range of analytical applications including quality control, structural confirmation and screening of complex mixtures. Compatible with UHPLC chromatography. Compass Software version 1.5 for amaZon, the Smart and intuitive software for HPLC and MS control providing quick answers to analytical questions with automation tools for calibration, tuning and data post-processing. System includes ESI-Ion source, Data system with 24" wide screen LCD monitor and Laser printer, Win 7. incl. installation, familiarization upon installation, 1-year warranty, Voucher for factory training course for up to two persons.</p>	\$130,000.00	1	\$130,000.00
8269263	<p>Compass OpenAccess 1.4: Compass OA/QC is a ready-to-use client/server solution to every walk-up user, whatever their knowledge or experience. Compass OpenAccess allows the guided use of LC/MS systems, all under a simple user interface to select appropriate analytical tasks with prepared SOP's. It automatically handles even more advanced analytical tasks on behalf of the user, such as automated analysis of isotopic patterns and evaluation of chemical species using SigmaFit™.</p> <p>Key features: -Walk-up LC/MS system for formula generation -Reliable and automated LC/MS runs with predefined analytical methods (SOP) -Simplest operation with high quality molecular formula results -Easy user management -No training is required for lab users -Result data protection via user name/password -Supports all typical lab rules</p>	\$11,290.00	1	\$11,290.00



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8275796	-Automated post-processing and report generation by print-out, pdf-file and e-mail notification -Open entrance: import of sample information from LIMS or equivalent. HyStar PlugIn 1.2 for Agilent ICF: Supports the seamless integration of Agilent 1260 and Agilent 1290 Infinity HPLC systems into the Bruker Compass/HyStar™ software v.1.3 and higher for ion trap systems, ESI-TOF systems and solariX. Subtotal	\$5,760.00	1	\$0.00 \$141,290.00
	Open Access Return Customer Discount	(\$11,290.00)	1	(\$11,290.00)
	Academic and Ion Trap Trade-In Discount	(\$30,000.00)	1	(\$30,000.00)
8262721	APCI II source for LC coupling: For all amaZon ion traps, microTOF, maXis and solarix mass spectrometer. Atmospheric pressure chemical ionization (APCI) accessories for easy and fast Switch-over from ESI to LC-APCI operation · Coated source surface · New robust corona needle · Easy switch-over between ESI and APCI without breaking vacuum. Additional API drain set #267259 is required. For use with microTOF series and maXis an adapter # 269352 is required.	\$13,650.00	0	\$0.00
8602357	Direct Probe Option for APCI II and APPI II source: For the direct analysis of solid samples and raw materials down to the sub-ng range of pure substance.	\$6,566.00	0	\$0.00



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Part Number	Description	Price	Qty	Extend
	APCI Source and DIP Probe Will be extended a 20% discount if purchased with instrument.			
DAL05057	Freight costs systems (Global)	\$2,880.00	1	\$2,880.00

QUOTATION ONLY VALID WHEN SIGNED BY AUTHORIZED
REPRESENTATIVE AND WHEN GENERAL TERMS & CONDITIONS PAGE IS
ATTACHED

Total: \$102,880.00

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BY: Felix Salinas
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AUTHORIZED SIGNATURE

BRUKER DALTONICS INC.
GENERAL TERMS AND CONDITIONS OF SUPPLY AND SERVICE

These Terms and Conditions form an integral part of all our offers and contracts for products and services, including those in current or future agreements. Together with any documents incorporated by reference in our quotation, these terms and conditions are the sole and exclusive statement of any agreement between us and you ("Customer") which may result from this quotation and supersede any prior or contemporaneous agreements, demonstrations, samples, purchase orders or understandings in connection therewith. Customer may acknowledge its acceptance of these terms and conditions by returning an acknowledgement copy to us and, in any event, Customer shall be deemed to have accepted and agreed to these terms and conditions by its receipt of any goods or services from us. Any terms and conditions different from or in addition to those contained herein, including any contained in Customer's purchase order or in any other document furnished by Customer, shall be of no force or effect in connection with the sale of any goods or services hereunder and we hereby object to and reject in their entirety all such terms and conditions, as our agreement to sell any goods and services is expressly made conditional upon the use of these terms and conditions.

1. Contracting

- 1.1 Our quotations are firm for a period of 60 days from the date of quotation or for such other period specified in the quotation.
- 1.2 No binding agreement with us exists until we have given our written acceptance of orders received and any required export permits have been granted.
- 1.3 Information provided in our catalogues, brochures, websites and other publications is non-binding unless it is explicitly designated as binding. Customer must accept any minor deviations in figures, drawings, dimensions and weights, consumption and power ratings, etc.
- 1.4 We reserve our rights of ownership and exploitation of copyright in respect of our cost estimates and all documents relating to offers, and they may not be disclosed to third parties.
- 1.5 Customer may request changes in the scope or quantity of the products covered by this quotation in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this quotation as appropriate. Such changes must be requested in writing.
- 1.6 Substitutions or changes in quantities or specifications by us shall not be made without Customer's prior written approval.
- 1.7 Changes to an order by Customer after we have accepted the original order shall be subject to our acceptance, in which case the original quoted delivery time may no longer be applicable.

2. Prices

- 2.1 Unless otherwise mutually agreed, the applicable prices are the quoted prices.
- 2.2 All quoted prices for delivery within the United States are shipped as stated in our quotation.
- 2.3 Responsibility for risk of loss or damage to the items passes to Customer upon delivery to the destination. Title to all purchased items passes to Customer only upon payment in full therefor.
- 2.4 Prices quoted do not include city, state or federal sales or similar taxes. Customer shall report and pay all such taxes.
- 2.5 We have the right to make partial deliveries.
- 2.6 If a bank guarantee or bid bond is required by Customer, the prices set forth herein shall be increased by the cost of such guarantee or bond.
- 2.7 Upon product acceptance, any bank guarantee or bid bond will be returned by Customer, but in any event returned no later than ninety (90) days after delivery.

3. Terms of Payment

The following payment terms shall be applicable unless otherwise mutually agreed:

- 3.1 Payments shall be rendered within 30 days after receipt of invoice, without deductions of any kind.
- 3.2 If we have agreed to install the delivered item, the following terms of payment shall apply unless otherwise stated in our Quotation:
 - 60% of the price is payable when the order is accepted by us,
 - 30% of the price is payable on delivery, and
 - 10% of the price is payable on acceptance.
- If we have not agreed to install the delivered item, payment shall be made as set forth in Section 3.1.
- 3.3 The terms of payment pursuant to Sections 3.1 and 3.2 shall also apply to all partial deliveries.
- 3.4 If payment in installments has been agreed and Customer defaults wholly or partially on an installment, the entire purchase price shall be payable immediately.
- 3.5 In the case of deliveries outside the United States, Customer must provide, at our request, payment bonds for the purchase price before delivery, in the form of irrevocable and confirmed letters of credit issued by a major bank. Alternatively, payment-in-full, in advance of shipment, may be provided at Customer's discretion.
- 3.6 Any amounts not paid within the time periods required herein shall bear interest at the rate of 18% per annum until paid in full. In addition, until payment in full is received by us for any product sold to Customer, we shall retain a priority security interest in all such products to secure the payment therefor.

4. Dates and Deadlines

- 4.1 The deadlines and dates we specify begin on the date of our written acceptance of Customer's order, but not before Customer has provided the documents it is obliged to procure and has satisfied other requirements such as the provision of documents, clearances, construction and installation plans, and payments due.
- 4.2 We shall not be liable for delivery delays due to circumstances beyond our control, including, but not limited to, fire, flood, war, acts of terrorism, acts of government, labor disputes, accidents or delay of carriers, subcontractors or suppliers.
- 4.3 We reserve the right to choose the form of dispatch at our own discretion.
- 4.4 If dispatch is delayed at the request of Customer or due to circumstances for which Customer bears responsibility, we shall charge Customer the costs incurred for storage for each month, commencing one month after notification of readiness to dispatch. The monthly amount shall be at least 0.5% of the purchase price, without prejudice to the assertion of additional rights. If we have set a deadline and the deadline has expired, we shall also have the right to dispose otherwise of the ordered items and to supply Customer within a reasonably extended delivery period.
- 4.5 In the case of deliveries outside the United States, Customer is obligated to procure all required approvals, in particular import and other approvals.

5. Installation

Unless otherwise mutually agreed, the following provisions shall apply for all types of installation and assembly work:

- 5.1 Customer shall provide, in a timely manner, at its own expense:
 - the required number of assistance teams,
 - operating supplies such as water, electricity, and technical gases,
 - cryogens for FTMS systems and any required internal rigging,
 - heating and/or air conditioning, as appropriate, and general lighting, and
 - all earthwork, construction work, plastering work or other ancillary work including any building materials required.
- 5.2 Before installation work begins, Customer shall provide all required details concerning the location of hidden power cables, gas pipes and water pipes or similar fittings, as well as the necessary details in respect of the lab/facility, and provide all plans required for proper installation.
- 5.3 Before assembly or installation work begins, all parts required for installation must be on the premises, and all preliminary work must be either completed or sufficiently advanced so that assembly or installation can be carried out immediately once our employees have arrived.
- 5.4 If assembly, installation or commissioning is delayed through no fault of our own, Customer shall bear the costs for waiting and for any additional trips that may be necessary on the part of the installation personnel.
- 5.5 We shall not accept any liability for work carried out by our installation personnel or other persons employed in discharging our obligations, if the work is not related to delivery, assembly, installation or commissioning, or if Customer has arranged for such work to be carried out.
- 5.6 Installation includes a system familiarization on-site by the installation engineer. Additional factory training is available as an option.

6. Maintenance Service Agreements

Unless otherwise mutually agreed, the following provisions shall apply for all types of Maintenance Service Agreements (MSA):

- 6.1 Each item of equipment must be placed in good operating condition at Customer's expense prior to coverage under the MSA.
- 6.2 Subject to the exclusions set forth in Section 6.7, and during the period the MSA is in force, we will provide the following services: (i) corrective maintenance of covered equipment that has ceased to function; (ii) the number of preventive maintenance service calls (consisting of inspection, cleaning, and lubrication of the covered equipment and replacement of marginal parts and components) per contract year specified in the MSA, if any; and (iii) such additional services as are specified in the MSA.
- 6.3 Our original system parts, or replacement parts provided by us only, are covered by the MSA unless otherwise specified.
- 6.4 All services shall be provided during normal working hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, Bruker holidays excluded) at times mutually agreed.
- 6.5 Parts may be repaired or replaced with new or reconditioned parts at our discretion and any replaced parts shall become our property. We reserve the right to determine conclusively what corrective work on the covered equipment shall be performed.
- 6.6 Replacement parts provided by us under MSA will consist of refurbished or new parts, at our sole discretion and are warranted up to ending date of the contract.
- 6.7 This MSA does not cover, and we shall have no obligation to provide services with respect to, (i) equipment, components, software or accessories not supplied or licensed by us; (ii) contamination, however caused; (iii) consumables; (iv) any components that directly contact any sample; (v) elements, including but not limited to photomultiplier tubes, mirrors, lenses, windows, gratings, optical filters, or electron multipliers; (vi) maintenance and parts needed due to applications or method development; (vii) equipment out of production for more than seven (7) years for which parts are no longer available; (viii) equipment not yet eligible for coverage as set forth in Section 6.1; (ix) equipment which has been moved from its original location; (x) equipment which has been abused, altered, misused, operated or maintained improperly, used in an unsuitable physical environment, or used with inadequate facilities or utilities; (xi) software installation or modification of hardware to make it software compatible; (xii) computer processing units; or (xiii) any condition which is defined as a Customer responsibility under Section 6.8 below or which results from Customer's failure to fulfill such a responsibility.
- 6.8 Customer shall: (i) perform routine operation and maintenance procedures as outlined in the instruction manual(s) and the MSA; (ii) maintain any gas line filters; (iii) ensure that the recommended grade of gas is used with the covered equipment; (iv) comply with all laws and regulations applicable to the covered equipment and any workspace accessed by us, including but not limited to those pertaining to worker safety and to the handling, packaging, transport and disposal of hazardous material; (v) provide us with a safe environment in which to work and inform us of any hazardous materials in use and/or hazardous conditions affecting the area which we are working; (vi) replace and dispose of any roughing pump oil used with the covered equipment; (vii) ensure all air used with air compressors has passed through a filter and oil and water trap.
- 6.9 All service contracts will become null and void at the discretion of the seller if the instrument is moved from its current location (at start of contract) during the contract period unless the move has been authorized and supervised by a Bruker employee. All moves are not covered under a service contract or standard warranty period and can be quoted separately on an as needed basis.

- 7. Software**
- 7.1 Title to all software provided as separate modules or embedded in the products shall remain the property of Bruker or Bruker's licensors. We grant to Customer a non-exclusive, limited license to use the software together with the products.
- 7.2 Customer shall not decompile, disassemble or otherwise reverse engineer the software, and may create derivative works only to the extent permitted by us.
- 7.3 Customer shall not sublicense, assign, copy, distribute or disclose any portion of the software to a third party without our express written consent. Customer may transfer or sell the software only together with the products.
- 7.4 This license shall terminate when Customer discontinues use of the software.
- 8. Warranties**
- We represent and expressly warrant for a period of one (1) year from the date Customer accepts the goods or services or until the expiration date stated on the products, if any, that (i) all goods ordered to specifications will conform thereto and to the drawings, samples or other descriptions furnished by us, and (ii) all goods and services will be of good quality and workmanship and free from defects at the time of delivery. At our option, we will, at our own expense, replace or correct any goods which are defective promptly upon receipt of notice from Customer. We shall assume all risk of loss or damage to goods which are to be replaced or corrected pursuant to this warranty from the date upon which we take possession of the goods until the replaced or corrected goods are received at the destination designated by Customer.
- 8.1 The applicable warranty period shall begin upon acceptance of good or services but in no case shall extend beyond 15 months from the date of delivery.
- 8.2 The warranty coverage is subject to all of the following limitations:
- The warranty applies only to defect in material and workmanship in covered products and is not to be interpreted as providing full service coverage for such items as routine maintenance, adjustments, or recalibration as defined by the instrument manual.
 - The following are expressly not covered under warranty:
 - Accident, abuse, alteration, misuse, or neglect;
 - Operation other than in accordance with correct operating procedures;
 - Tampering with the system (e.g. modification or tampering with one part of the instrument can, in some cases, affect another part of the instrument);
 - Lack of routine care and maintenance, such as lubrication and cleaning, as indicated in the operating manual;
 - Inadequate utility service, failure of electrical or other energy supplies, incorrect physical environment or other inadequate facilities or utilities as indicated in the operating manuals or pre-installation instructions; and
 - Failure to maintain the proper liquid helium level in superconducting magnets.
 - The sole and exclusive remedy under this warranty shall be repair of instrument malfunctions or, at our option, replacement of defective parts; and
 - In-warranty repaired or replacement parts or products are covered by warranty only for the remaining unexpired portion of the original warranty period applicable to the repaired or replaced parts or products. Repair or replacement of parts or products under warranty does not extend the original warranty period. In the unusual circumstance that a component(s) that is essential to the normal operation of the product(s) must be replaced under warranty and such replacement could take one (1) calendar month or longer, we will extend the warranty coverage of the remaining product(s) and replacement part(s) by a period of time equal to the time the replacement part takes to deliver, such that the coverage of the original and replacement parts shall be a total of 12 months.
- 8.3 All claims under warranty must be made promptly after the occurrence of the circumstances giving rise thereto and must be received within the applicable warranty period by us. Such claims should include the product type and serial numbers, and full description of the circumstances giving rise to the claim. We reserve the right in our sole discretion to determine whether to make repair under valid warranty claims by (a) sending a field service engineer to the site, (b) having Customer remove the defective part, assembly, or instrument and send it to a service shop or facility as we authorize, or (c) authorizing Customer to return the same to us. Before any products, parts, or assemblies are sent to a service shop or facility or are returned to us for repair or adjustment, authorization from us for the return and instructions as to how and where the same should be packed and shipped must be obtained. Any product, part, or assembly sent to an authorized service shop or facility or returned to us for examination shall be sent prepaid via the means of transportation indicated as acceptable to us with all transportation at our expense. We reserve the right to reject any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. We and Customer shall agree on such acceptable means of transportation prior to sending the parts(s).
- 8.4 Reasonable care must be used to avoid hazards. We expressly disclaim responsibility for loss or damage caused by use of our products other than in accordance with proper operating procedures. All of our obligations under this warranty shall cease to the extent that defects arise from products having been subject to accident, abuse, alteration, misuse or neglect, or from products which have not been operated and maintained in accordance with proper operating procedures. We make no warranty concerning services or components supplied through unapproved sources. What constitutes an approved source shall be determined solely by us.
- 8.5 Accessories (provided separately from systems) or service furnished by us are warranted to be free of defects in material and workmanship for a period of ninety (90) days from the date of receipt by Customer or the date the service was completed, or if we specifically agree in writing to provide installation, ninety (90) days from the date of installation. All such accessory/service warranties are limited in accordance with all the terms, conditions, and other provisions stated in this warranty.
- 8.6 The following warranty terms and conditions specifically apply to Bruker HPLC columns and consumables. Bruker warrants its columns and consumable products to meet or exceed their published performance specifications and be free of defects in material and workmanship. Column performance is warranted only to the conditions specified in the accompanying test certificate. Bruker will replace, or provide credit, for any column which fails to perform to specifications. Return authorization should be obtained from BRUKER prior to returning any columns for warranty replacement. The maximum warranty period for HPLC columns is 90 days however, beyond 30 days columns may not be returned for credit. A written description of the unsatisfactory performance must accompany any returned column or consumable. All columns must be tested upon receipt and any deficiencies found reported to Bruker within 15 days following receipt of the column. Bruker reserves the right to void this warranty if any of the following conditions apply:
- Incompatibility with intended application or instrumentation
 - Chemical damage to the stationary phase due to incompatible chemical conditions, temperatures, or pressures
 - Damage caused by particulates or precipitation
 - Signs of physical damage resulting from misuse, mishap or mechanical impact
 - Column end-fittings have been removed or altered
- 8.7 THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.
- 9. Liability**
- OUR TOTAL LIABILITY HEREUNDER, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WHICH ALLEGEDLY CAUSED THE DAMAGE. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 10. Data Protection**
- 10.1 We have the right to store data about our customers on computer equipment and to process and use said data for our operational purposes.
- 10.2 We shall retain copyright, trademark, patent and proprietary rights in all drawings, technical information, and know-how related to the manufacturing of the products purchased by Customer hereunder. All information disclosed to Customer in connection with this quotation is furnished as part of the consideration for Customer's placement of an order.
- 10.3 Documentation such as software listings, detailed drawings and other confidential and proprietary documentation normally not distributed may only be provided by us on the condition that the recipient of such documentation signs a confidentiality agreement.
- 11. Governing Law**
- The rights and obligations of the parties shall be governed in all respects by the laws of the Commonwealth of Massachusetts, and the parties shall submit themselves to the exclusive jurisdiction of the state and federal courts located within the Commonwealth of Massachusetts.
- 12. Severability**
- Should any provisions hereof be void, this shall have no effect on the validity of the remaining provisions in said contract.
- 13. Acceptance**
- Unless otherwise specified in the quotation, upon installation of our products, we shall conduct our standard acceptance tests and Customer shall sign our standard acceptance form. If, through no fault on our part, acceptance has not occurred within 90 days after installation, our products shall be deemed accepted at the end of such 90 day period.
- 14. Non-Assignment**
- Customer shall not assign, pursuant to a change of control of Customer or otherwise, any of its rights or obligations hereunder.
- 15. Amendment**
- The provisions hereof may only be amended or revoked by a written instrument executed by both us and Customer.